



THE COUNCIL OF THE CITY OF BINGHAMTON  
STATE OF NEW YORK

Date: October 22, 2014

Sponsored by Council Members: Motsavage, Matzo, Webb, Berg, Rennia, Mihalko, Papastrat

Introduced by Committee: Municipal and Public Affairs

RESOLUTION

*entitled*

A RESOLUTION AUTHORIZING THE MAYOR  
TO ENTER INTO AN INTERMUNICIPAL  
AGREEMENT WITH THE TOWN OF VESTAL  
AND VILLAGE OF JOHNSON CITY TO HAVE  
A COMBINED SWAT TEAM

WHEREAS, the City of Binghamton wishes to enter into an intermunicipal agreement with the Village of Johnson City and the Town of Vestal for a combined SWAT Team as set forth in the attached agreement.

NOW, THEREFORE, the Council of the City of Binghamton, duly convened in regular session, does hereby:

RESOLVE that the Mayor of the City of Binghamton, or his designee, is hereby authorized to enter into an intermunicipal agreement, approved as to form and content by the Office of Corporation Counsel, with the Village of Johnson City and Town of Vestal for a combined SWAT Team.

I hereby certify the above to be a true copy  
of the legislation adopted by the Council  
of the City of Binghamton at a meeting  
held on 10/22/14. Approved by the  
Mayor on 10/25/14

*Jerry Pelletier*

Introductory No. R14-70

Permanent No. R14-69

Sponsored by City Council Members:  
Motsavage, Matzo, Webb, Berg, Rennia, Mihalko,  
Papastrat

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JOHNSON CITY TO HAVE A COMBINED SWAT  
TEAM

The within Resolution was adopted by the Council of  
the City of Binghamton.

Date October 22, 2014

City Clerk Sherry Peltier

Date Presented to Mayor October 23, 2014

Date Approved 10/25/14

Mayor Richard L. D'Amico

	Ayes	Nays	Abstain	Absent
Motsavage	✓			
Mihalko	✓			
Rennia				✓
Webb				✓
Papastrat	✓			
Matzo	✓			
Berg	✓			
Total	5	0	0	2

☐ Code of the City of Binghamton

☒ Adopted ☐ Defeated

5 Ayes 0 Nays 0 Abstain 2 Absent

## INTERMUNICIPAL AGREEMENT POLICE TACTICAL TEAM COOPERATION

This agreement is made this <sup>st</sup> day of \_\_\_\_\_, 2014, between the Town of Vestal, a municipal corporation with its principal place of business at the Vestal Town Hall, 605 Vestal Pkwy. W. Vestal, New York, the City of Binghamton, a municipal corporation with its principle place of business at the Binghamton City Hall, 38 Hawley Street Binghamton, New York and the Village of Johnson City, a municipal corporation with its principal place of business at the Johnson City Village Office at 243 Main Street Johnson City, New York.

### RECITALS

WHEREAS, Section 119-o of the General Municipal Law permits municipal corporations to enter into agreements for the performance amongst themselves or one for the other of their respective functions, powers and duties on a cooperative or contract basis or for the provision of a joint service; and

WHEREAS, the parties hereto have experienced within their jurisdictions a potential need for the joint response of both participants' police tactical teams to deal with certain criminal acts or threats including but not limited to barricaded suspects, hostage takers, or other persons committing violent acts that may be more effectively dealt with through the use of a specially trained tactical team rather than standard police operations.

NOW THEREFORE, the parties do mutually agree pursuant to the terms and provisions of this Tactical Team Cooperation Agreement as follows:

### ARTICLE ONE Purpose of the Agreement

The purpose of this Agreement is to:

1. Establish and maintain a joint Special Weapons and Tactics Team by the Town of Vestal Police Department, City of Binghamton Police Department, and Village of Johnson City Police Department (hereinafter referred to as "Metro SWAT Team") that will be available to each participating entity in the event of an emergency in accordance with the provisions of this Agreement;
  2. Formalize rules and regulations providing for a single team commander and team leaders, a single set of standard operational procedures, training records maintenance, and fiscal responsibilities of each agency;
  3. Eliminate the need to follow the formal procedure set forth in GML §209-m to request assistance from the other party in the form of personnel and or equipment;
  4. Provide for more efficient utilization of law enforcement resources and services.
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## **ARTICLE TWO**

### **Personnel and Equipment**

Each party agrees that their police department will supply personnel, equipment and other available resources to the other as part of a joint Metro SWAT Team. The number of personnel, if any, and the amount or type of equipment to be contributed shall be determined by the party's police chief, or their designee.

In furtherance of this Agreement, the parties agree to conduct joint training for all employees participating in Metro SWAT team operations, subject to the terms of this Agreement. Such training shall take place at a time and place mutually agreed upon between the parties.

## **ARTICLE THREE**

### **Retained Personnel and Equipment**

Each party agrees that the responding party may hold back sufficient personnel and equipment to provide adequate protection within the territory of the responding party. Should a need for the loaned personnel and equipment arise within the territory of the responding party, then the responding party may recall such personnel and equipment or any part thereof. The responding party shall inform the requesting party of its intent to withdraw from the situation.

## **ARTICLE FOUR**

### **Compensation**

Neither participant, as a requesting party, shall be obligated to compensate the responding party for services rendered by or injuries to the responding party's personnel, or for the use or damage to the responding tactical team's equipment. Specifically, and without limiting the foregoing, the requesting party shall have no obligation for payment of wages or withholding for unemployment, workers compensation, or for the payment of any other benefits to the personnel of the responding party. Each participant hereto hereby expressly waives all claims of whatever type or nature, except for gross negligence, against the other and its personnel, which may arise out of the performance of this Agreement.

## **ARTICLE FIVE**

### **Control of Personnel and Equipment**

The Incident Commander of the agency responsible for the geographical jurisdiction in which an incident occurs shall be in command of the operation(s) under which the Metro SWAT Team is requested. The Metro SWAT Team Commander shall report to the Incident Commander. Metro SWAT Team members will be under the supervisory control of the Metro SWAT Team structure during incidents and training events. Specifically, during incidents occurring within the City of Binghamton the Incident Commander will be a member of the Binghamton Police Department, during incidents occurring within the Town of Vestal the Incident Commander will be a member of the Vestal Police Department, and during incidents occurring within the Village of Johnson City the Incident Commander will be a member of the Johnson City Police Department.

Each party agrees that the selection of the SWAT Team Commander will be made jointly by the respective police chiefs, or their designees. Selection of team leaders and team operators will be made jointly by the respective police chiefs, or their designees, in consultation with the Team Commander.



Each party agrees to seek and maintain compliance with the provisions of the SWAT Team Certification Program promulgated by the State of New York Municipal Police Training Council (MPTC)

## **ARTICLE SIX**

### **Privileges and Immunities**

To the extent permitted by law, all the powers, duties, rights, privileges and immunities from liability which surround the activities of the Metro SWAT Team when performing its functions within the public agency's territorial limits shall apply to the activities of Metro SWAT Team, team members, other police officers or employees, or agency while furnishing tactical assistance outside its territorial limits under the terms of this Agreement.

Specifically, pursuant to sections §119-n(c) and § 119-o GML, police officers assisting another local government outside their normal geographical area of employment shall have all powers and authority of law enforcement officers in such other jurisdiction as provided by law, including the power of arrest.

## **ARTICLE SEVEN**

### **Line of Duty Death or Injury**

The effect of the death, injury or disability of any officer who is killed, injured or disabled outside the territorial limits of either participating entity while in the performance of this agreement, shall be the same as if they were killed, injured or were to become disabled while that officer was functioning within its own territorial limits, and such injury or death shall be considered to be in the line of duty.

## **ARTICLE EIGHT**

### **Liability and Indemnification**

Neither party shall incur any liability or responsibility for the failure to respond to any request for assistance made pursuant to this Agreement. This Agreement shall not be construed as or deemed to be an Agreement for the benefit of any third party or parties, and no third party or parties shall have any right of action whatsoever hereunder for any cause whatsoever.

Neither party shall be required to indemnify the other for any claim arising out of participating under this Agreement. Each party shall be responsible for defending its own respective entity in any action or dispute that arises in connection with or as a result of this Agreement and that each party will be responsible for bearing their own costs, damages, losses, expenses and attorney fees. Each party shall be obligated to notify the other of any claims or lawsuits received arising out of tactical team operations.

## **ARTICLE NINE**

### **Administration**

It is the intention of the participants that no separate legal entity is created by this Agreement to carry out its provisions. To the extent this Agreement requires administration other than as set forth herein, it shall be administered by the governing bodies or an appointee of the governing





bodies hereto acting as a joint board. No real or personal property shall be acquired by the participants because of this Agreement.

Each party shall have equal access to the records created by the other party related to incidents responded to under this Agreement.

**ARTICLE TEN**  
**Compliance with Laws**

Each participant agrees that each will comply with all applicable, federal, state and local laws, rules and regulations applicable to the respective entities and employees in connection with the performance of this Agreement.

**ARTICLE ELEVEN**  
**Approval, Duration and Termination**

1. This Agreement shall not be effective until approved by a majority vote, as required by section 119-o of the General Municipal Law, of the governing body of each party.
2. This agreement may be changed, modified or amended by written agreement of the participants, subject to the requirements of paragraph 1 of this Article.
3. This agreement shall terminate on December 31, 2018. The terms herein shall continue, however, until both legislative bodies have held their annual organizational meetings. At such meetings, this agreement shall be considered for renewal, and if approved by each legislative body, such renewal shall be made effective January 1, 2xxx. Either party may terminate any rights and obligations under this Agreement at any time by giving thirty days written notice of its intent to withdraw from this Agreement.

IN WITNESS WHEREOF, the parties have executed this Agreement the date and year below written.

**TOWN OF VESTAL**

**CITY OF BINGHAMTON**

By: \_\_\_\_\_

By: \_\_\_\_\_

**VILLAGE OF JOHNSON CITY**

By: \_\_\_\_\_



State of New York )

) SS.:

County of Broome )

On the                      day of

in the year 2014, before me, the undersigned,

personally appeared \_\_\_\_\_, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her capacity, and that by his/her signatures on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

Notary Public

State of New York )

) SS.:

County of Broome )

On the                      day of

in the year 2014, before me, the undersigned,

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Notary Public

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